

3.2.3 The providing Party agrees that if it transmits data to the purchasing Party in a mechanized format, the providing Party shall also comply with the following specifications which are not contained in CABS or SECAB guidelines, but which are necessary for the purchasing Party to process connectivity billing information and data:

3.2.3.1 The Bill Date shall not contain spaces or non-numeric values.

3.2.3.2 Each Connectivity Bill must contain at least one detail record, unless no usage has been recorded. Industry standards require that zero bills be rendered.

3.2.3.3 Any "from" date should be less than the associated "thru" date and neither date can contain spaces, unless otherwise permitted under applicable industry standards.

3.2.3.4 The invoice number must not have embedded spaces or low values.

3.2.4 The providing Party agrees to use commercially reasonable efforts to transmit to the purchasing Party accurate and current bills and invoices. If necessary beyond the provisions of this Section 3, the Parties agree to negotiate implementations of controls and processes to facilitate the transmission of accurate and current bills and invoices.

Section 4. Provision Of Subscriber Usage Data

For Local Resale and Local Switching, this Section 4 sets forth the terms and conditions for Bell Atlantic's provision of Recorded Usage Data (as defined in Section 4.1.1.3 below) to MCIm in connection with the provision to MCIm of Bell Atlantic's Switch-based services.

4.1 Procedures

4.1.1 General

4.1.1.1 Bell Atlantic shall use commercially reasonable efforts to comply with OBF guidelines and other standards set forth in this Section 4. To satisfy this requirement, Bell Atlantic and MCIm shall mutually agree to the interpretation of any such guidelines or standards referred to in this Section 4.

4.1.1.2 Bell Atlantic shall use commercially reasonable efforts to comply with Bellcore-documented EMR standards and the additional standards set

forth in this Section 4 when recording and transmitting Recorded Usage Data to MCIIm.

4.1.1.3 Bell Atlantic shall record such Recorded Usage Data originating from MCIIm subscribers that Bell Atlantic records with respect to its own customers in the ordinary course of business, using services ordered by MCIIm. "Recorded Usage Data" as used in this Section 4 means billing detail recorded in the normal course of business by Bell Atlantic including, but not limited to, billing detail recorded for the following categories of information:

4.1.1.3.1 Completed calls;

4.1.1.3.2 Use of CLASS/LASS/Custom features;

4.1.1.3.3 Calls to Directory Assistance where Bell Atlantic provides such service to an MCIIm subscriber;

4.1.1.3.4 Calls completed via Bell Atlantic's Operator Services where Bell Atlantic provides such service to MCIIm's subscribers; and

4.1.1.3.5 CENTREX usage recorded by Bell Atlantic on its switches in the normal course of business.

4.1.1.4 **Retention of Records.** Bell Atlantic shall maintain a machine readable back-up copy of the message detail provided to MCIIm for the Recorded Usage Data described above for a minimum of forty-five (45) calendar days.

4.1.1.5 Bell Atlantic shall provide to MCIIm Recorded Usage Data for MCIIm subscribers in accordance with the terms herein. Bell Atlantic shall not submit other carrier local usage data as part of MCIIm Recorded Usage Data.

4.1.1.6 MCIIm, and not Bell Atlantic, shall bill MCIIm subscribers for services purchased by MCIIm hereunder.

4.1.1.7 For Local Resale, Bell Atlantic shall record and rate all calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCIIm hereunder. MCIIm shall bill such calls directly to its subscribers. To the extent either Party offers variable rated service (*e.g.*, 976, 554, and/or 915, as applicable), the Parties shall agree to separate arrangements for the billing

and compensation of such services. With respect to unbundled Local Switching, Bell Atlantic shall record, and provide to MCIIm, unrated calls to information service providers (*i.e.*, 976 service calls) and include such information on the data usage file ("DUF") provided to MCIIm hereunder.

4.1.1.8 Bell Atlantic shall provide Recorded Usage Data to MCIIm billing locations as reasonably designated by MCIIm.

4.1.1.9 Bell Atlantic shall establish a CLEC sales and service center ("CSSC") or similar function to serve as MCIIm's single point of contact to respond to MCIIm's call usage, data error, and record transmission inquiries.

4.1.1.10 Bell Atlantic shall provide MCIIm with a single point of contact, remote identifiers ("IDs"), and expected usage data volumes for each sending location.

4.1.1.11 MCIIm shall provide a single point of contact responsible for receiving usage transmitted by Bell Atlantic and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.12 Bell Atlantic shall bill MCIIm, and MCIIm shall pay such charges for, Recorded Usage Data at the prices set forth in Attachment I. Billing and payment shall be in accordance with the applicable terms and conditions set forth in Attachment VIII, Section 3.

4.1.2 Incomplete Calls. No charges shall be assessed by Bell Atlantic for incomplete call attempts, unless Bell Atlantic assesses a charge for such incomplete call attempts to its subscribers.

4.1.3 Central Clearinghouse & Settlement (ICS/Non-ICS Incollects/Outcollects)

4.1.3.1 Bell Atlantic shall comply with clearinghouse and incollect/outcollect procedures to be determined by the Parties from time to time.

4.1.3.2 Bell Atlantic shall reasonably cooperate with MCIIm in its development of a neutral third-party in- and out-collect process developed for intra-region alternately billed messages.

4.1.3.3 Bell Atlantic shall settle with MCIIm intra-region and inter-region billing exchanges relating to calling card calls, bill-to-third-party calls and collect calls.

4.1.4 Lost Data

4.1.4.1 Loss of Recorded Usage Data - MCIIm Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Bell Atlantic in its performance of the recording function shall, upon MCIIm's request, be recovered by Bell Atlantic at no charge to MCIIm. In the event the data cannot be recovered by Bell Atlantic, Bell Atlantic shall estimate the messages and associated revenue, with assistance from MCIIm, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Bell Atlantic and MCIIm. This estimate shall be used to adjust amounts MCIIm owes Bell Atlantic for services Bell Atlantic provides in conjunction with the provision of Recorded Usage Data.

4.1.4.2 Partial Loss - Bell Atlantic shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

4.1.4.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

4.1.4.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, Bell Atlantic shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

4.1.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

4.1.4.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Bell Atlantic shall use volumes from the two (2) preceding Sundays.

4.1.4.7 If the loss occurs on Mother's Day or Christmas day, Bell Atlantic shall use volumes from that day in the preceding year multiplied by a growth rate specified by MCIIm.

4.1.4.8 MCIIm may also request data be provided that has previously been successfully provided by Bell Atlantic to MCIIm. Bell Atlantic shall re-provide such data, if available. Any charges to MCIIm will be negotiated on a case by case basis.

4.1.5 Testing, Changes and Controls

4.1.5.1 The Recorded Usage Data, EMR format, content, and transmission process shall be tested as set forth in this subsection 4.1.5 and, if necessary, as otherwise agreed by the Parties.

4.1.5.2 **Interface Testing.** The purpose of this test is to determine whether the usage records can be sent by Bell Atlantic to MCIIm and can be accepted and processed by MCIIm. Bell Atlantic shall provide a test file to MCIIm's designated regional processing center ("RPC") in the format that shall be used for Bell Atlantic's live day-to-day processing. The file shall contain one (1) full day's production usage and all potential call types. MCIIm shall also provide Bell Atlantic with the agreed-upon control reports as part of this test.

4.1.5.3 Pursuant to a separate testing agreement between the Parties, for testing purposes Bell Atlantic shall provide MCIIm with Bell Atlantic recorded, unrated usage for a minimum of five (5) consecutive days. MCIIm shall provide Bell Atlantic with the message validation reports associated with test usage.

4.1.5.4 **Test File.** Test data should be transported via industry standard on-line transmission software. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Subsection 4.2.3.2.

4.1.5.5 **Periodic Review.** Control procedures shall be part of the normal production interface management function. Breakdowns which impact the flow of usage data between Bell Atlantic and MCIIm shall be identified and jointly resolved as they occur. The resolution may include changes to control procedures to avoid similar problems in the future. Any changes to control procedures shall be mutually agreed upon by MCIIm and Bell Atlantic.

4.1.5.6 System and Software Changes

4.1.5.6.1 When Bell Atlantic plans to introduce any system or software changes which impact the format or content structure of the usage data feed to MCIm, designated Bell Atlantic personnel shall notify MCIm no less than one hundred twenty (120) calendar days before such changes are implemented, unless a shorter time frame is mutually agreed to by the Parties, which agreement shall not be unreasonably withheld.

4.1.5.6.2 Bell Atlantic shall communicate the projected changes to MCIm in reasonable detail to enable MCIm to determine potential impacts on processing.

4.1.5.6.3 MCIm may arrange to have its usage data tested utilizing the modified system or software when the latter are ready for testing.

4.1.5.6.4 If it is necessary for Bell Atlantic to make changes in the schedule, content or format of usage data transmitted to MCIm, Bell Atlantic shall notify MCIm.

4.1.5.7 Requested Software Changes

Bell Atlantic will consider reasonable requests for software changes that impact the format or content structure of the usage data feed to MCIm. The Parties shall mutually agree on the terms and conditions governing any such changes that Bell Atlantic agrees to implement.

4.1.5.8 Changes to Data Exchange Controls

Bell Atlantic will provide current data exchange controls to MCIm promptly following the execution of this Agreement. Bell Atlantic shall notify MCIm at least ninety (90) calendar days before such changes are implemented, unless a different time frame is mutually agreed to by the Parties and such consent shall not be unreasonably withheld.

4.1.5.9 Verification Of Changes

4.1.5.9.1 Based on the detailed description of material changes furnished by Bell Atlantic, MCIm and Bell Atlantic personnel shall, as appropriate:

4.1.5.9.1.1 Determine the type of change(s) to be implemented.

4.1.5.9.1.2 Develop a comprehensive test plan.

4.1.5.9.1.3 Arrange for review of modified controls, if applicable.

4.1.5.10 Introduction of Changes

4.1.5.10.1 When any applicable testing requirements have been met, designated MCIIm and Bell Atlantic personnel shall develop an implementation plan.

4.2 Information Exchange and Interfaces

4.2.1 Core Billing Information

4.2.1.1 Bell Atlantic shall provide MCIIm with unrated industry standard EMR records associated with all intraLATA toll and local usage recorded on MCIIm's behalf. MCIIm shall be given notification thirty (30) days prior to implementation of a new type and/or category of record.

4.2.1.2 Bell Atlantic shall provide to MCIIm rated EMR records for alternative billed calls (e.g., collect and billed to third number calls) and pursuant to Section 4.1.1.7.

4.2.1.3 **Data Delivery Schedules.** Data shall be delivered to MCIIm by Bell Atlantic five (5) days per week unless otherwise negotiated, except for weeks containing MCIIm and/or Bell Atlantic Data Center holidays. Bell Atlantic and MCIIm shall exchange schedules of designated Data Center holidays. Bell Atlantic shall provide its transmission schedule to MCIIm.

4.2.2 Product/Service Specific

4.2.2.1 Bell Atlantic shall provide MCIIm a 42-50-01 record to support any special features star services resold by MCIIm.

4.2.3 Information Transport

4.2.3.1 Bell Atlantic and MCIIm shall jointly provide the transport facility for transmitting usage and billing data between Bell Atlantic locations and MCIIm locations as set forth in this Section 4.2. MCIIm shall be responsible for the circuit between the locations. Each Party shall be responsible for any software or hardware needed at its end of the circuit.

Bell Atlantic shall transmit via NDM/Connect:Direct. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, Bell Atlantic shall contract for a courier service to transport the data via tape cartridge. The Party responsible for the outage shall incur the cost of transport.

4.2.3.2 Bell Atlantic shall comply with the following standards when data is transported to MCIm on tape or cartridge via a courier. The data shall be in fixed or variable block format as mutually agreed by the Parties and be in the following format:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge: 38,000 BPI
LRECL: 2,472 Bytes
Parity: Odd
Character Set: Extended Binary Coded Decimal Interchange Code ("EBCDIC")
External labels: Exchange Carrier Name, Dataset Name ("DSN") and volume serial number
Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

4.2.4 Rejected Recorded Usage Data

Any messages that cannot be rated and/or billed by MCIm due to an error or omission by Bell Atlantic may be returned to Bell Atlantic via NDM. Returned messages shall be sent directly to Bell Atlantic in EMR format. Standard EMR return codes shall be utilized. Bell Atlantic shall investigate such returned records and use reasonable efforts to rectify the error or omission.

4.2.4.2 Bell Atlantic must return EMR/EMI records to Bell Atlantic's billing and collections customers with the OBF standard message reject code which indicates that Bell Atlantic no longer serves the end user and which includes the OCN/local service provider ID of the new local service provider/Reseller serving the end user.

4.2.5 Interfaces

4.2.5.1 MCIm shall notify Bell Atlantic of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

4.2.5.2 Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Bell Atlantic shall use reasonable efforts to correct and retransmit rejected packs within twenty-four (24) hours, or within an alternate timeframe negotiated on a case by case basis.

4.2.5.3 A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. The providing Party shall provide the purchasing Party one dataset per Revenue Accounting Office ("RAO") sending location, with the agreed upon RAO/OCN populated in the header and trailer records.

4.2.6 Formats and Characteristics

4.2.6.1 Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed.

4.2.6.2 **EMR.** Bell Atlantic shall provide Recorded Usage Data in the EMR format and by category, group and record types as specified herein, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMR records that MCIm can expect to receive from Bell Atlantic:

Header Record	20-21-01
Trailer Record	20-21-02
Detail Records	*01-01-01, 06, 07, 08, 09, 14, 16, 17, 18, 31, 32, 35, 37, 80, 81, 82, 83, 42-50-01, 10-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5.

4.2.6.3 Bell Atlantic shall reasonably comply with the most current version of Bellcore standard practice guidelines for formatting EMR records, or any superseding industry standards.

4.2.6.4 The Interfacing Bell RAO, OCN, and remote identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls. The OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

4.2.6.5 The file's record format shall be variable block, unless otherwise agreed. The size and the logical record length shall be 2472 bytes.

4.2.6.6 Bell Atlantic shall not sort Recorded Usage Data for MCIm except upon terms and conditions that may be mutually agreed by the Parties, including additional charges for such services.

4.2.6.7 Bell Atlantic shall transmit the usage data to MCIm using dataset naming conventions reasonably prescribed by MCIm.

4.2.7 Controls

4.2.7.1 MCIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

4.2.7.2 Header and trailer records shall be populated in positions 13-27 with the following information for MCIm:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number or zeroes
17-19	Interfacing Bell RAO Code
20-23	MCIm OCN value 7299
24-27	0000

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer).

4.2.7.3 Control Reports. MCIm shall accept input data provided by Bell Atlantic in EMR format in accordance with the requirements and specifications detailed in Section 4. In order to ensure the overall integrity of the usage being transmitted from Bell Atlantic to MCIm, data transfer control reports shall be provided by MCIm. These reports shall be provided by MCIm to Bell Atlantic on a daily or otherwise negotiated

basis and reflect the results of the processing for each pack transmitted by Bell Atlantic.

4.2.7.4 Control Reports - Distribution. Since Bell Atlantic is receiving control reports, dataset names shall be established as mutually agreed.

4.2.7.5 Message Validation Reports. MCIm shall provide once per day (or as otherwise negotiated) message validation reports to the designated Bell Atlantic system control coordinator. These reports shall be provided for all data received within Bell Atlantic Local Resale and Local Switching feed and shall be transmitted concurrent with the daily usage file schedule.

4.2.7.6 Incollect Pack Processing. MCIm shall provide to Bell Atlantic a standard EMR report showing vital statistics and control totals for packs rejected and accepted and dropped messages. MCIm will provide this in the following report formats and control levels:

Company Name
Reseller Total Messages processed in a pack
Packs processed shall reflect the number of messages initially erred
and accepted within a pack
Reseller Total Packs processed

4.3 Miscellaneous

4.3.1 When requested by MCIm for law enforcement purposes, Bell Atlantic shall provide MCIm with Recorded Usage Data as soon as practicable following such request. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

4.3.2 Bell Atlantic shall include the working telephone number of the originating dial tone line on each EMR call record provided to MCIm.

4.3.3 End user subscriber usage records and station level detail records shall be in packs in accordance with EMR standards.

4.3.4 Bell Atlantic shall use its best commercially reasonable efforts to provide MCIm with Recorded Usage Data to be provided hereunder not more than three (3) business days after termination of the call for which usage data is to be provided.

Section 5. Maintenance & Repair

5.1 General Requirements

5.1.1 The Parties shall provide repair, maintenance, testing, and surveillance for all Local Resale services, interconnection, and Network Elements in accordance with the terms and conditions of this Section 5 of Attachment VIII.

5.1.2 The Parties shall cooperate with each other to meet maintenance standards for all Local Resale services, interconnection, and Network Elements ordered under this Agreement, as specified in this Section 5 of Attachment VIII. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of standards upgrades as they become available.

5.1.3 Bell Atlantic shall provide repair service that is at Parity in quality to that provided to ~~by Bell Atlantic subscribers~~; trouble calls from MCIIm shall receive response time priority that is at Parity to that of Bell Atlantic subscribers. ~~MCIIm shall provide repair service that is at Parity in quality to that provided to MCIIm subscribers; trouble calls from Bell Atlantic shall receive response time priority that is at Parity to that of MCIIm subscribers.~~

5.1.4 ~~Bell Atlantic~~ The Parties shall provide scheduled and non-scheduled maintenance at Parity, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, interconnection, and Network Elements under this Agreement that it currently provides for the maintenance of its own network. Each Party will provide reasonable notice of such maintenance if it is known to or is reasonably foreseeable to materially affect the other Party's subscribers.

5.1.4.1 Plans for scheduled maintenance shall include, at a minimum, the following information: description of work to be completed and date and time work is scheduled to be completed.

5.1.5 The Parties shall advise each other of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed on any Network Element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which is known or is reasonably foreseeable to materially affect the other Party's subscribers.

5.1.6 The Parties shall provide each other with a summary description of any and all network emergency restoration plans and network disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans, if warranted by the nature thereof, shall include the following:

- (i) provision for notification to the other Party of the existence, location, and source of any emergency network outage reportable to the FCC that materially

6.1.4.3.3.17 Bell Atlantic shall accept and process overflow 911 traffic routed from MCIIm to its Bell Atlantic Operator Services platform without charge.

6.1.4.4 Operator Service shall provide to the extent Technically Feasible MCIIm's local service rates when providing rate quote and time-and-charges services when branding MCIIm services pursuant to Section 6.1.4.3.2.

6.1.4.5 Bell Atlantic shall exercise at least the same level of fraud control in providing Operator Service to MCIIm that Bell Atlantic provides for its own Operator Service.

6.1.4.6 Bell Atlantic shall perform billed number screening when handling collect, third party, and calling card calls, both for station-to-station and person-to-person call types.

6.1.4.7 Bell Atlantic shall refer subscriber account and other similar inquiries to the subscriber service centers reasonably designated in advance by MCIIm from time to time.

6.1.4.8 Line Status Verification and Call Interrupt (LSV/CI)

6.1.4.8.1 Bell Atlantic shall permit MCIIm to connect its local Operator Service to Bell Atlantic's LSV/CI systems to enable MCIIm to perform BLV/BLI services.

6.1.4.8.2 Bell Atlantic shall engineer its LSV/CI facilities to accommodate the anticipated volume of BLV/BLI requests during the busy hour. MCIIm may, from time to time, provide its anticipated volume of BLV/BLI requests to Bell Atlantic. In those instances when the LSV/CI systems become unavailable, Bell Atlantic shall inform MCIIm as soon as practicable.

6.1.4.9 Where ~~+~~NP is deployed and when a BLV/BLI request for a ported number is directed to a Bell Atlantic operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall if Technically Feasible confirm whether the number has been ported and shall direct the request to the appropriate operator.

6.1.4.10 Bell Atlantic shall allow MCIIm to order provisioning of telephone line number (TLN) calling cards and billed number screening (BNS), in its LIDB, for ported numbers, as agreed by the Parties. Bell

Atlantic shall continue to allow MCIIm reasonable access to its LIDB for this purpose.

6.1.5 Directory Assistance and Listings Service Requests

6.1.5.1 These requirements pertain to Bell Atlantic's Directory Assistance and listings service request process that enables MCIIm to (a) submit MCIIm subscriber information for inclusion in Bell Atlantic Directory Assistance and Directory Listings databases; (b) submit MCIIm subscriber information for inclusion in published directories; and (c) provide MCIIm subscriber delivery address information to enable Bell Atlantic to fulfill directory distribution obligations.

6.1.5.1.1 Bell Atlantic shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service request ~~standards~~ guidelines as soon as practicable.

6.1.5.1.2 Bell Atlantic shall migrate Directory Listing in accordance with OBF industry ~~standards~~ guidelines when developed.

6.1.5.1.3 Bell Atlantic shall enable MCIIm to electronically transmit multi-line listing orders.

6.1.5.1.4 Bell Atlantic shall provide MCIIm with a daily summary of completed Directory Service requests in accordance with OBF industry ~~standards~~ guidelines when developed.

6.1.5.1.5 To facilitate accurate order processing, Bell Atlantic shall provide to MCIIm the following information to the same extent and in the same manner and frequency as provided to Bell Atlantic customer service centers:

6.1.5.1.5.1 A matrix of NXX to Central Office;

6.1.5.1.5.2 Yellow pages heading codes;

6.1.5.1.5.3 Directory names and codes, and identification of which telephone directories are provided to which subscribers by subscriber address, NPA/NXX, or other criteria;

6.1.5.1.5.4 Listing format rules;

6.1.5.1.5.5 Listing alphabetizing rules;

6.1.5.1.5.6 Standard abbreviations acceptable for use in listings and addresses;

6.1.5.1.5.7 Titles and designations; and

6.1.5.1.5.8 A list of all available directories and their close dates.

6.1.5.1.6 Based on changes submitted by MCIIm as required by Bell Atlantic, Bell Atlantic shall update and maintain Directory Assistance and Directory Listings data for MCIIm subscribers who:

6.1.5.1.6.1 Disconnect Service;

6.1.5.1.6.2 Change carrier;

6.1.5.1.6.3 Install Service;

6.1.5.1.6.4 Change any service which affects DA information;

6.1.5.1.6.5 Specify Non-Solicitation; or

6.1.5.1.6.6 Are Non-Published, Non-Listed, or Listed.

6.1.6 Directory Listings General Requirements

6.1.6.1 This Section 6.1.6 pertains to listings published by Bell Atlantic in white/yellow pages, specialty directories or other printed or electronic formats containing such information. The provisions of this Section 6.1.6 shall apply to Bell Atlantic, and Bell Atlantic shall be responsible for compliance therewith, notwithstanding any arrangement between Bell Atlantic and another party (including an Affiliate of Bell Atlantic) whereby the other Party publishes or produces directories and associated products on Bell Atlantic's behalf.

6.1.6.2 Bell Atlantic shall include in its master subscriber system database list information for MCIIm subscribers as agreed by the Parties.

6.1.6.3 Upon receipt of written instructions from MCIIm with respect to all MCIIm subscriber listings, or from an MCIIm subscriber with respect to that subscriber's listing, Bell Atlantic shall not sell or license, nor allow

any third party, the use of MCIIm subscriber listings. In the absence of such instructions, Bell Atlantic may sell or license such listings in the same manner as it does listings of Bell Atlantic subscribers. All revenues associated with the sale or license by Bell Atlantic of MCIIm subscriber listings shall be retained by Bell Atlantic. Bell Atlantic shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.

6.1.6.4 MCIIm subscriber listings, including State, Local, and Federal government listing, shall be interfiled with listings of Bell Atlantic and other CLEC subscribers.

6.1.6.5 Each MCIIm subscriber account number shall be provided the same white page basic listings that Bell Atlantic provides its subscribers.

6.1.6.6 Each MCIIm business subscriber account shall be provided the same yellow page basic listings that Bell Atlantic provides its subscribers.

6.1.6.7 Primary listings for all MCIIm subscribers shall be at Parity. Bell Atlantic shall ~~make commercially reasonable efforts to develop a methodology to include~~ MCIIm subscribers' listings in multiple directories covering the same geographic area at Parity.

6.1.6.8 As agreed by the Parties, MCIIm sales, service, billing, and repair information for business and residential subscribers, along with MCIIm logo, shall be included in the customer guide pages. The information required by this section shall be included in a form and font size substantially similar to that attached as Exhibit B of its Attachment VIII and shall be in the same section of the telephone directory in which Bell Atlantic lists its own similar information. All CLEC listings shall be placed alphabetically based on the name under which CLEC ordinarily conducts business. There shall be no charge for the basic listing contemplated by this section. However, Bell Atlantic may impose a Non-Discriminatory charge for additional enhancements or changes to this information, or for other information that Bell Atlantic may agree to include.

6.1.6.9 Bell Atlantic and MCIIm agree to mutually develop a process whereby MCIIm can review and correct subscriber Directory Listings.

6.1.6.10 Charges for additional and foreign white page listings ordered by MCIIm should be billed to MCIIm and itemized at the subscriber billing telephone number level.

6.1.6.11 Bell Atlantic shall distribute appropriate primary alphabetical and classified directories (white and yellow pages) to MCIIm subscribers at Parity: 1) upon establishment of new service; 2) during annual mass distribution; and 3) upon subscriber request. Bell Atlantic shall provide MCIIm its policy on the number of telephone directories provided at no charge to the customer.

6.1.6.12 Bell Atlantic shall permit, or ensure a third party permits, MCIIm subscribers to place orders for foreign directories on the same terms and conditions such directories are made available to Bell Atlantic subscribers. Bell Atlantic shall provide to MCIIm the procedures, terms, and conditions for obtaining foreign telephone directories from Bell Atlantic.

6.1.6.13 Upon request, and at no charge, Bell Atlantic shall provide, or ensure a third party provides, reasonable quantities of directories for MCIIm's internal use to cover areas in which MCIIm is an authorized CLEC.

6.1.6.14 The directory cover shall state that it includes listings for all local telephone companies.

6.1.6.15 Bell Atlantic shall make available current recycling services to MCIIm subscribers under the same terms and conditions that Bell Atlantic makes such services available to its own subscribers.

6.1.7 Directory Assistance Data

6.1.7.1 Bell Atlantic will provide to MCIIm, and MCIIm will pay Bell Atlantic for, directory assistance data at the rate and under the terms and conditions set forth in the Directory Assistance License Agreement executed by the Parties on November 19, 1998, and as may be subsequently amended by the Parties.

August 10, 2000

EXHIBIT A

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White Pages

Northern Virginia

Area Code 703

January 1999 — December 1999



Life. Listed Alphabetically.



Includes customer listings of all local telephone companies.



Donor: **612 363 1313**

**Other Telephone
Companies****Teligent**

Local Sales 703-299-5801

National Sales 88-TELIGENT

Customer Service 1-888-411-1175

24 hours a day, 7 days a week for changes to existing
service, for billing service and repair service.For sales, installation, billing questions or repair
contact us toll free at: 888-961-3808
we are open 24 hours a day, 7 days a week

August 10, 2000

EXHIBIT B

PRINCIPLES OF CHANGE MANAGEMENT

JOINT CLEC / BELL ATLANTIC PROPOSAL

PRINCIPLES OF
CHANGE MANAGEMENT

FINAL VERSION
January 28, 1998

Preamble

This document is intended to supplement rather than replace any state or federal requirements or provisions regarding notice of changes, including, without limitation, changes pursuant to 47 C.F.R. Sections 51.325-51.335, and, except as specifically provided herein, each party reserves the right to seek full application or enforcement of such federal or state requirements or provisions. The underlying principles are expected to act as a practical guide to all parties for implementing change control practices and procedures which not only comply with all laws, rules and regulations but also comply with the need of the industry to appropriately manage the change control process.

Specific notice has been taken by the parties of the public notice requirements of section 251(c) of the Telecommunications Act of 1996 as implemented in the FCC's Order in Re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Second Report and Order, CC Docket 96-98, FCC 96-333 (hereinafter "Local Competition Second Report and Order"). See 47 C.F.R. SS 51.325-51.335. The Local Competition Second Report and Order includes specific public notice requirements as it relates to decisions to implement a network change which impacts a network interface.

Introduction

This document outlines the principles applicable to change management ("Principles"). These Principles are intended to establish a framework for developing a formal change control process between Bell Atlantic and the CLEC community. It should be recognized by all parties that deviations from these Principles may be warranted where unanticipated circumstances arise such that strict application to these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory requirements. Parties shall provide appropriate notice and seek agreement of CLEC/Bell Atlantic Change Control Review Team participants prior to deviating from the principles established within this document.

1. SCOPE OF THE CHANGE CONTROL PRINCIPLES

These Principles are intended to address changes to Operational Support System (OSS) interfaces (pre-service, ordering, maintenance and billing) that affect or are reasonably likely to affect another carrier's performance or ability to provide service through resale, unbundled elements or facilities. Section 5 categorizes the OSS interface changes subject to these Principles. These Principles are not intended to address issues such as cost, liability etc.

2. OBJECTIVES OF THE CHANGE CONTROL PRINCIPLES

- Ensure continuity of business processes and systems operations.
- Establish a process for communicating, managing and scheduling changes.
- Allow for impact assessment, resource planning and appropriate testing.
- Prioritization of CLEC changes.

3. ASSUMPTIONS

- All parties will comply with all legal and regulatory requirements.
- CLECs and Bell Atlantic will define single points of contact in each of their companies for communicating and coordinating change notification.
- All change requests and notifications are made in writing.
- Change notification occurs in advance of implementation to allow for assessment and testing.
- Bell Atlantic will assign Change Control tracking numbers.
- Bell Atlantic will assign Release tracking numbers.
- Bell Atlantic will be responsible for systems testing. CLECs will be given the opportunity to perform individual testing with Bell Atlantic as necessary prior to implementation.
- Time durations mentioned below are in calendar days unless otherwise indicated.
- Changes addressed by this document will be implemented for the CLEC community in general.
- CLECs are certified to do business in the Bell Atlantic territory.
- Where CLEC agreement is required or contemplated, in the absence of unanimous agreement by all CLECs, Bell Atlantic may proceed as it deems appropriate, in conformance with all applicable federal and state laws, rules and regulations.

4. KEY PROCESS ELEMENTS

- Notification Of Change - Bell Atlantic notifies each CLEC, in writing, of the change.
- Documentation - Specifications which are unique or differ from the industry standard and associated business rules that detail the specific change will be provided to each CLEC. Bell Atlantic will specify what industry standard the changes are based upon.
- Assessment Of Change - There will be a period of time to review the impact of the change.
- Release Planning – The activity of defining what, how and when the change will be implemented, to include contingency operations.

- **Baseline Document (If Different Than Original Document)** - The document that reflects the actual change.
- **Development** - Period of time that CLECs and Bell Atlantic perform systems related work in preparation for the change.
- **Testing** - Joint Bell Atlantic and CLEC testing will be available prior to CLEC implementation.
- **Implementation of Change** - The date the change takes effect.
- **Decommission (of older version)** - The older version is no longer being supported and is being retired.

5. CHANGE CLASSIFICATION

- **Types of Changes (all "planned" except for Type 1)**
 - * **Type 1** - Changes to systems/processes that require immediate implementation to correct error conditions or other situations impacting normal day-to-day operations.
 - * **Type 2** - Changes to systems/processes that are required to meet specific regulatory obligations.
 - * **Type 3** - Changes to systems/processes for industry standard releases (such as upgrading from LSR 2 to LSR 3 as implemented in an EDI standard).
 - * **Type 4** - Changes to systems/processes that are related to upgrades and enhancements as well as preplanned maintenance changes that originate from Bell Atlantic.
 - * **Type 5** - Changes to systems/processes that are related to upgrades and enhancements that originate from the CLEC community.
- **Categories of Changes**
 - * **Category A** - Changes which impact interfaces or interface operations.
 - * **Category B** - Interface changes which impact business processes (applicable to Type 1, Type 4, and Type 5 changes only). [NOTE: Mr. Davis of Intermedia has raised a concern regarding Category B change. Bell Atlantic intends to work with Intermedia to resolve the concern.]

6. NOTIFICATION - TIMELINE

- **Type 1 Changes** - Individual Case Basis based upon severity of problem.
- **Type 2 Changes** - Individual Case Basis based upon applicable law/regulatory rules.
- **Type 3 Changes** - Based upon mutual agreement in conjunction with the rollout of national standards subject to any overriding regulatory obligations (including, without limitation, Bell Atlantic's merger commitments to the FCC). (See illustrative example

- * Establishes target release schedule and milestones.
- * 15 business day assessment period following presentation to the CLEC / Bell Atlantic Change Control Review Team.
- For Type 4 Changes – 15 business day assessment period by CLECs (notwithstanding a shorter period permitted to Bell Atlantic by “short term” notice provisions).
- For Type 3 Changes - Based upon mutual agreement subject to any overriding regulatory obligations.

9. DEVELOPMENT & TESTING

- Separate system environments for testing & production, where applicable.
- Based upon contractual agreements, where applicable

10. IMPLEMENTATION & DECOMMISSION

- Only the 2 most current versions will be valid at any time, with a 3rd version available as a contingency for a limited period of time.
- Oldest production version will be retired 30 days after the availability of the newest version
- The version being replaced will be frozen from Type 4 and Type 5 changes 60 days prior to the implementation date of the newest version. Notification of the last enhancement will be the same as previously outlined in section 6.

11. CLEC / Bell Atlantic Change Control Review Team

The Joint CLEC/Bell Atlantic Change Control Review Team is responsible for:

- Reviewing change notifications/requests
- Agreeing on change classifications
- Seeking consensus on the prioritization of changes (all types)
- Reviewing impact assessments
- Developing release plans
- Creating and tracking changes to the baseline document

The joint CLEC / Bell Atlantic Change Control Review Team will be structured and conducted as follows:

of industry standard interface introduction depicted in attached estimated/projected timelines [p.3 of 8] attached) .

- Type 4 / Category A Changes* - No less than 45 days notice with documentation and compliance with regulatory obligations.
- Type 4 / Category B Changes – No less than 30 days notice with documentation (if needed) and compliance with regulatory obligations.
- Type 5 / Category A Changes - Based upon mutual agreement and compliance with regulatory obligations.
- Type 5 / Category B Changes - Based upon mutual agreement and compliance with regulatory obligations.

* The 45 day interval for Type 4 changes is expected to be the norm, assuming utilization of the FCC's short term notification process, and notwithstanding Bell Atlantic's right to provide a shorter notice pursuant to said short term notification process; in some instances it will make sense to provide more notification, or less notification, based upon the severity and the impact of the change. For example, if the change has benefit and has little material impact on the interface, Bell Atlantic can implement the changes in less than 45 days, in compliance with FCC and state rules.

7. DOCUMENTATION

- Standard CLEC Change Control Request/Bell Atlantic Notification Form (Attachment A).
- Documentation will contain business rules, transactions, data elements and business processes that impact the interface.
- Specifications will include date & version number, summary of changes, change bars where applicable.
- Bell Atlantic will provide a document that contains planned release contents, contingency/disaster recovery operations and a release schedule
- Category B changes will include appropriate documentation (updated process flows, contact lists, etc.)
- Periodically, Bell Atlantic and CLECs will exchange their long-term forecasts for contemplated releases impacting the interface. These forecasts are general in nature and are to be considered non-binding. CLEC s may provide this information on a proprietary basis, as necessary.

8. ASSESSMENT

- For Type 5 Changes - Joint CLEC / Bell Atlantic Change Control Review Team
 - * Establishes common understanding of CLEC proposed changes.

- Comprised of representatives from the CLEC and Bell Atlantic companies
- Open to all CLECs
- CLECs can participate at meetings with several representatives, however, each CLEC will have a single spokesperson
- Meetings shall take place each month. Unless otherwise specified, these meetings will take place in New York City. Attendees have the option of participating via a conference bridge.
- The agenda will be set in advance and distributed to Team members 1 week prior to each meeting. Agenda items may be submitted up to two weeks prior to the scheduled meeting.
- A matrix detailing the items before the Team and their status will be maintained and used as meeting minutes. Meeting minutes will be distributed 1 week following each meeting.
- Bell Atlantic will be responsible for facilitating the meeting.
- Bell Atlantic will be responsible for meeting agenda, logistics, preparing, and distributing meeting minutes.
- Team meetings are working sessions

12. PROCESSES

More detailed processes to implement these Principles shall be agreed upon between Bell Atlantic and the CLECs.

13. DEFINITIONS

- **Baseline Document** *[Note: the parties disagree on whether the product of the collaborative constitutes a baseline document. This issue is identified as issue 196 on the issues matrix]*
 - The baseline is the current version of particular specifications for the current version of transactions, data elements and business rules that impact the OSS interfaces. Changes to that interface, with associated baseline changes, are subject to appropriate review, as described above by the CLEC/Bell Atlantic Change Control Review Team (CBRT). The parties recognize that there also may be changes that would impact the interface altering the way a CLEC performs other functions, (e.g billing). These issues are not precluded from CBRT discussion.
- **Business Rules** The various processes and conditions necessary to be operational as a CLEC with Bell Atlantic that impact the interface (for example, the data elements

and data necessary to support a transaction).

- ***Industry Standard*** The Alliance for Telecommunications Industry Solutions (ATIS) defined national electronic interface specification
- ***Interface*** The message formats and message exchange protocols that define exchange transactions between CLECs and Bell Atlantic.
- ***Interface Operations*** The physical interconnection and services provided via the interface.
- ***Release*** The introduction of new code via the change control process.